

the 1933 Act within three months of the Exchange Date, AT&T shall provide customary registration rights in respect of such excess shares. The provisions of this Section 9.23(b) shall also apply to any Dividend Stock.

(c) AT&T shall not effect any stock dividend the record date for which is between the date following the Record Date and the Exchange Date, inclusive.

(d) The shares of AT&T Common Stock (and Dividend Stock, if any) issued on exchange of the AT&T Exchangeable Preferred Stock shall be considered Registrable Securities (as defined in the AT&T Registration Rights Agreement), but subject to the last sentence of such definition.

## ARTICLE 10

### CONDITIONS TO THE MERGERS

SECTION 10.01. *Conditions to the Obligations of Each Party.* The obligations of each party hereto to consummate the Mergers are subject to the satisfaction of the following conditions:

- (a) the Comcast Shareholders' Approval shall have been obtained;
- (b) the AT&T Shareholders' Approval shall have been obtained;
- (c) any applicable waiting period under the HSR Act relating to the Mergers or the other transactions contemplated hereby shall have expired or been terminated;
- (d) no material provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Mergers or the other transactions contemplated hereby;
- (e) the Registration Statement shall have been declared effective and no stop order suspending the effectiveness of the Registration Statement shall be in effect and no proceedings for such purpose shall be pending before or threatened by the SEC;
- (f) the shares of Parent Common Stock to be issued in the Mergers (other than the shares of Parent Class B Common Stock) or reserved for issuance in connection with the Mergers pursuant to Section 9.12 shall have been approved for listing on Nasdaq, subject to official notice of issuance;

(g) all License Consents, Franchise Consents, PUC Consents and other consents and waivers, including waivers of all Purchase Rights, shall have been obtained, be in effect and be subject to no limitations, conditions, restrictions or obligations, except for such consents the failure of which to obtain would not, and such limitations, conditions, restrictions or obligations as would not, individually or in the aggregate, reasonably be expected to have a Comcast Material Adverse Effect or an AT&T Broadband Material Adverse Effect;

(h) no court, arbitrator or other Governmental Authority shall have issued any order, and there shall not be any statute, rule or regulation restraining or prohibiting the effective operation of the business of Parent or the AT&T Broadband Group, AT&T Broadband and the AT&T Broadband Subsidiaries or Comcast and the Comcast Subsidiaries after the Effective Time that would, individually or in the aggregate, reasonably be expected to have a Comcast Material Adverse Effect or an AT&T Broadband Material Adverse Effect;

(i) the Separation and the Distribution shall have been completed in accordance in all material respects with the terms of the Separation and Distribution Agreement such that, among other things, immediately prior to the Effective Time, AT&T Broadband and the AT&T Broadband Subsidiaries are no longer AT&T Subsidiaries;

(j) AT&T shall have obtained a supplemental private letter ruling or rulings from the IRS, in form and substance reasonably satisfactory to AT&T and Comcast, on the basis of submissions to the IRS which are reasonably satisfactory to AT&T and Comcast (provided that Comcast shall not be entitled to review those portions of any submission to the IRS that contain (1) information that relates to the AT&T Communications Business (as defined in the Separation and Distribution Agreement) or (2) information disclosure of which to Comcast could (A) violate a confidentiality or similar agreement between AT&T or one of the AT&T Subsidiaries and another Person or (B) have a significant adverse effect on AT&T or any of its businesses), which shall be in effect on the Closing Date, to the effect that (x) the Separation and Distribution qualify as tax-free transactions pursuant to Sections 355 and 368(a) of the Code, (y) the Mergers will not cause the Separation and Distribution to fail to be qualified as a tax-free transaction pursuant to Section 355 of the Code and (z) the Separation and Distribution will not cause the distribution by AT&T of all of the common stock of AT&T Wireless Services, Inc. or of Liberty Media Corporation to fail to qualify as tax-free transactions pursuant to Sections 355 and 368(a) of the Code. In lieu of obtaining the supplemental private letter ruling from the IRS described in the immediately preceding sentence, AT&T and Comcast may mutually agree to obtain an opinion to the same effect from tax counsel of a nationally recognized reputation mutually acceptable to AT&T and Comcast in form and substance reasonably satisfactory to AT&T and Comcast, on the basis of certain facts,

representations and assumptions set forth in such opinion, dated the Closing Date. In rendering the opinion described in the preceding sentence, such tax counsel may request and shall be entitled to rely upon certain documentation, including customary representations of officers of AT&T and Comcast;

(k) each of the Transaction Agreements shall have been executed and delivered by each of the parties thereto; and

(l) AT&T shall (i) have obtained Note Consents (which shall be in full force and effect), or defeased, purchased or acquired Indebtedness (or any combination of the foregoing), in respect of at least 90% in aggregate principal amount of the securities outstanding as of the date of this Agreement issued under the Notes Indenture and (ii) not have issued after the date of this Agreement any securities under the Notes Indenture if consummation of the Distribution or the other transactions contemplated hereby would or may require a consent of the holders of such securities.

SECTION 10.02. *Conditions to the Obligations of AT&T.* The obligations of AT&T to consummate the AT&T Broadband Merger are subject to the satisfaction of the following further conditions:

(a) (i) Comcast shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Effective Time, (ii) the representations and warranties of Comcast contained in Sections 5.02, 5.03, 5.05, 5.08, 5.22 and 5.25 shall be true in all material respects at and as of the Effective Time, as if made at and as of such time (other than representations and warranties that address matters only as of a certain date, which shall be true and correct as of such date), (iii) the other representations and warranties of Comcast contained in this Agreement and in any certificate or other writing delivered by Comcast pursuant hereto, disregarding all qualifications and exceptions contained therein relating to materiality or a Comcast Material Adverse Effect or any similar standard or qualification, shall be true and correct at and as of the Effective Time, as if made at and as of such time (other than representations or warranties that address matters only as of a certain date, which shall be true and correct as of such date), with only such exceptions as, individually or in the aggregate, have not had and would not reasonably be expected to have a Comcast Material Adverse Effect and (iv) AT&T shall have received a certificate signed by an executive officer of Comcast to the foregoing effect;

(b) AT&T shall have received an opinion of Wachtell, Lipton, Rosen & Katz in form and substance reasonably satisfactory to AT&T, on the basis of certain facts, representations and assumptions set forth in such opinion, dated the Closing Date, to the effect that the Mergers will be treated for United States

federal income tax purposes as 351 Transactions. In rendering such opinion, Wachtell, Lipton, Rosen & Katz may require and shall be entitled to rely upon certain documentation, including customary representations of officers of Comcast and AT&T; and

(c) Comcast Shareholder (or its successor) shall have performed in all material respects its obligations under the Support Agreement, and the Support Agreement shall be in full force and effect.

SECTION 10.03. *Conditions to the Obligations of Comcast.* The obligations of Comcast to consummate the Comcast Merger are subject to the satisfaction of the following further conditions:

(a) (i) AT&T shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Effective Time, (ii) the representations and warranties of AT&T contained in Sections 6.02, 6.03, 6.05, 6.06(b), 6.06(c), 6.08, 6.22, 6.26 and 6.27 of this Agreement shall be true in all material respects at and as of the Effective Time, as if made at and as of such time (other than representations and warranties that address matters only as of a certain date, which shall be true and correct as of such date), (iii) the other representations and warranties of AT&T contained in this Agreement and in any certificate or other writing delivered by AT&T pursuant hereto disregarding all qualifications and exceptions contained therein relating to materiality or AT&T Broadband Material Adverse Effect or any similar standard or qualification shall be true at and as of the Effective Time, as if made at and as of such time (other than representations and warranties that address matters only as of a certain date, which shall be true and correct as of such date), with only such exceptions as, individually or in the aggregate, have not had and would not reasonably be expected to have an AT&T Broadband Material Adverse Effect and (iv) Comcast shall have received a certificate signed by an executive officer of AT&T to the foregoing effect; and

(b) Comcast shall have received an opinion of Davis Polk & Wardwell in form and substance reasonably satisfactory to Comcast, on the basis of certain facts, representations and assumptions set forth in such opinion, dated the Closing Date, to the effect that the Mergers will be treated for United States federal income tax purposes as a 351 Transactions. In rendering such opinion, Davis Polk & Wardwell may require and shall be entitled to rely upon certain documentation, including customary representations of officers of Comcast and AT&T.

ARTICLE 11  
TERMINATION

SECTION 11.01. *Termination.* This Agreement may be terminated and the Mergers may be abandoned at any time prior to the Effective Time (notwithstanding any approval of this Agreement by the shareholders of Comcast or AT&T or AT&T Broadband):

(a) by mutual written agreement of Comcast and AT&T;

(b) by either Comcast or AT&T, if:

(i) the Mergers have not been consummated on or before March 1, 2003 (the “**End Date**”); *provided, further*, that the right to terminate this Agreement pursuant to this Section 11.01(b)(i) shall not be available to any party hereto whose breach of any provision of this Agreement results in the failure of the Mergers to be consummated by the End Date;

(ii) (A) there shall be any material law or regulation that makes consummation of the Mergers or any of the other material transactions contemplated hereby illegal or otherwise prohibited or (B) any judgment, injunction, order or decree of any court or other Governmental Authority having competent jurisdiction enjoining the parties hereto from consummating the Mergers or any of the other material transactions contemplated hereby is entered and such judgment, injunction, order or decree shall have become final and non-appealable;

(iii) the Comcast Shareholders’ Approval shall not have been obtained at the Comcast Shareholders’ Meeting (or any adjournment or postponement thereof); or

(iv) the AT&T Shareholders’ Approval shall not have been obtained at the AT&T Shareholders’ Meeting (or any adjournment or postponement thereof);

(c) by AT&T if:

(i) Comcast’s Board of Directors shall have failed to call the Comcast Shareholders’ Meeting in accordance with Section 7.02(a), or shall have breached its obligation under Section 7.02(b);

(ii) a breach of any representation, warranty, covenant or agreement on the part of Comcast set forth in this Agreement shall have occurred that would cause the condition set forth in Section 10.02(a) not to

be satisfied, and such condition shall be incapable of being satisfied by the End Date;

(iii) AT&T shall have failed to call the AT&T Shareholders' Meeting pursuant to the exercise of its delay rights under Section 8.02(a) for a period of 120 calendar days from the date the SEC has notified the parties of its willingness to declare the Registration Statement effective; or

(iv) AT&T shall have the right to terminate this Agreement pursuant to Section 9.18(b), but subject to the provisions of Section 9.18(b);

(d) by Comcast if:

(i) AT&T's Board of Directors shall have failed to recommend or withdrawn, or modified in a manner adverse to Comcast, its approval or recommendation of this Agreement, or shall have failed to call the AT&T Shareholders' Meeting in accordance with Section 8.02(a) (or AT&T's Board of Directors resolves to do any of the foregoing);

(ii) AT&T shall have willfully and materially breached any of its obligations under Section 8.02(b) or 8.03;

(iii) a breach of any representation, warranty, covenant or agreement on the part of AT&T set forth in this Agreement shall have occurred that would cause the condition set forth in Section 10.03(a) not to be satisfied, and such condition shall be incapable of being satisfied by the End Date; or

(iv) AT&T shall have failed to call the AT&T Shareholders' Meeting pursuant to the exercise of its delay rights under Section 8.02(a) for a period of 90 calendar days from the date the SEC has notified the parties of its willingness to declare the Registration Statement effective.

The party hereto desiring to terminate this Agreement pursuant to this Section 11.01 (other than pursuant to Section 11.01(a)) shall give notice of such termination to the other parties.

SECTION 11.02. *Effect of Termination.* If this Agreement is terminated pursuant to Section 11.01, this Agreement shall become void and of no effect without liability of any party hereto (or any shareholder, director, officer, employee, agent, consultant or representative of such party) to the other parties hereto, except that (a) the agreements contained in this Section 11.02, in the Confidentiality Agreements (subject to the terms thereof), and in Section 11.03

shall survive the termination hereof and (b) no such termination shall relieve any party hereto of any liability or damages resulting from any intentional breach by such party of a covenant or other agreement included in this Agreement or any knowing breach of a representation or warranty included in this Agreement.

SECTION 11.03. *Fees and Expenses.* (a) Except as otherwise provided in this Section 11.03, all costs and expenses incurred in connection with this Agreement and the other Transaction Agreements shall be paid by the party incurring such cost or expense whether or not the Mergers are consummated. Notwithstanding the foregoing, (i) AT&T shall pay any costs and expenses incurred by AT&T Broadband or any AT&T Broadband Subsidiary in connection with this Agreement and the other Transaction Agreements that are in excess of \$120 million (exclusive of any costs and expenses incurred by AT&T Broadband or any AT&T Broadband Subsidiary as described in clauses (ii), (iii), (iv) and (v) of this sentence), (ii) AT&T Broadband shall pay any costs and expenses incurred in connection with any financing arrangements entered into by AT&T Broadband as contemplated by Section 9.15, (iii) AT&T Broadband shall pay any costs and expenses (to the extent not paid by Parent) incurred in connection with the actions contemplated by Section 9.16, (iv) AT&T Broadband shall pay 50% of any costs and expenses incurred by AT&T or any of its Subsidiaries in connection with obtaining the Note Consents (through either a one-time cash payment of a consent fee or through a coupon increase or a combination thereof) that are in excess of \$50 million, subject to and as determined in accordance with Sections 11.03(b) and 11.03(c), and (v) AT&T (other than any AT&T Broadband Entity) and Comcast each shall pay 50% of any fees and expenses, other than attorneys' and accounting fees and expenses, incurred in relation to the printing, filing and mailing of the Registration Statement and the Joint Proxy Statement.

(b) The costs of obtaining the Note Consents shall include (i) any transaction costs paid in obtaining the Note Consents (including, without limitation, the costs, expenses and commissions of any solicitation agent, counsel, financial advisors and underwriters, any printing and mailing costs, any SEC filing fees, rating agency fees and any costs of the trustee under the Notes Indenture for which AT&T or any Affiliate thereof is responsible) plus (ii)(A) the amount of any one-time cash payment made to obtain a Note Consent, and (B) with respect to an increase in the coupon on any of the series of securities issued under the Notes Indenture in connection with obtaining a Note Consent, the amount equal to the excess of the present value of the increased coupon on such series of securities over the present value of the coupon on such series of securities immediately prior to the increase of the coupon, in each case calculated based on "market convention" (e.g., calculated on a 30/360 day basis in the case of a domestic fixed rate note and on an actual/360 day basis in the case of a floating rate note, etc.) using a discount rate equal to the Market Rate (determined as specified below in Section 11.03(c)). The amounts described in clauses (i) and

(ii) of the immediately preceding sentence shall be reduced by the amount of any present or future tax benefit to AT&T as a result of making any payments of such amounts. Such tax benefit shall be calculated by multiplying the payment giving rise to the tax benefit by the highest combined federal, state and local marginal corporate tax rate in effect as of the Effective Time and, in the case of any future tax benefit, by discounting such future tax benefit at the Market Rate.

(c) The Market Rate shall be determined by mutual agreement of AT&T and Comcast. In the event AT&T and Comcast cannot reach agreement within five (5) calendar days of the date of determination (as set forth below), the Market Rate shall be determined by a process in which AT&T and Comcast will mutually appoint four broker/dealer firms of national reputation to determine the then-current market yield for each impacted series of securities. After each firm has determined the then-current market yield for each impacted series of securities, the arithmetic average of the four rates will be the Market Rate. In determining each such Market Rate, the impacted series of securities shall be deemed to be securities of AT&T, after giving effect to the Separation, Distribution and the Mergers. Any determination of Market Rate pursuant to this Section 11.03(c) shall be final and binding. Each of AT&T and Comcast shall bear the fees and expenses of the broker/dealer firms which it appoints in making such determinations. The Market Rate shall be determined in the case of clause (ii)(B) of Section 11.03(b) as of the settlement date of the transaction.

(d) If this Agreement is terminated pursuant to Section 11.01(b)(iii) or 11.01(c)(i), Comcast shall pay to AT&T a termination fee of \$1.5 billion in cash (without duplication) (the "**Comcast Termination Fee**").

(e) If this Agreement is terminated pursuant to Section 11.01(d)(i) or 11.01(d)(ii), AT&T shall pay to Comcast a termination fee of \$1.5 billion in cash (without duplication) (the "**AT&T Termination Fee**").

(f) If (i) this Agreement is terminated pursuant to Section 11.01(b)(iv), (ii) after the date hereof and prior to the AT&T Shareholders' Meeting, an AT&T Broadband Acquisition Proposal is made or continued or renewed by any Person and not withdrawn prior to the AT&T Shareholders' Meeting and (iii) within one year of the AT&T Shareholders' Meeting, either (A) AT&T or any AT&T Subsidiary enters into an agreement with any Person with respect to an AT&T Broadband Acquisition Proposal, that provides for (I) transfer or issuance of securities representing more than 50% of the equity or voting interests in AT&T or the AT&T Broadband Group or 75% of the equity or voting interests in any AT&T Significant Broadband Subsidiary, (II) a merger, consolidation, recapitalization or another transaction resulting in the issuance of cash or securities of any Person (other than a reincorporation or a holding company merger that results in the AT&T shareholders owning all of the equity interests in



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the surviving corporation) to AT&T shareholders in exchange for more than 50% of the equity or voting interests in AT&T or the AT&T Broadband Group or 75% of the equity or voting interests in any AT&T Significant Broadband Subsidiary or (III) transfer of assets, securities or ownership interests representing more than 50% of the consolidated assets or EBITDA generating power of AT&T or the AT&T Broadband Group or 75% of the consolidated assets or EBITDA generating power of any AT&T Significant Broadband Subsidiary or (B) any Person commences a tender offer that results in the acquisition by the Person making the tender offer of a majority of the AT&T Common Stock, then AT&T shall pay to Comcast the AT&T Termination Fee.

(g) Any payment of the Comcast Termination Fee or AT&T Termination Fee pursuant to this Section 11.03 shall be made within one Business Day after termination of this Agreement, except that any payment of the AT&T Termination Fee pursuant to Section 11.03(f) shall be paid within one Business Day after it becomes payable. Any payment of the Comcast Termination Fee or AT&T Termination Fee shall be made by wire transfer of immediately available funds. If any party hereto fails to pay to the other parties promptly any fee or expense due hereunder (including the Comcast Termination Fee or AT&T Termination Fee), the defaulting party shall pay the costs and expenses (including legal fees and expenses) in connection with any action, including the prosecution of any lawsuit or other legal action, taken to collect payment, together with interest on the amount of any unpaid fee at the publicly announced prime rate of The Bank of New York in New York City from the date such fee was required to be paid to the date it is paid.

(h) Notwithstanding any other provision of this Agreement, any payment by AT&T of the AT&T Termination Fee or any payment by Comcast of the Comcast Termination Fee, in each case pursuant to Section 11.03, shall relieve (i) AT&T and AT&T Broadband or (ii) Comcast, as the case may be, from any further liability or damages under any provision of this Agreement (other than Section 11.03(a)) or in connection with this Agreement and the transactions contemplated hereby.

## ARTICLE 12 MISCELLANEOUS

SECTION 12.01. *Notices.* All notices, requests and other communications to any party hereto shall be in writing (including facsimile transmission) and shall be given,

if to AT&T, to:

(NY) 05726/135/MA/bid.contract.wpd

AT&T Corp.  
295 North Maple Avenue  
Basking Ridge, New Jersey 07920  
Attention: Marilyn J. Wasser  
Fax: (908) 953-8360

with a copy to:

Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, New York 10019  
Attention: Richard D. Katcher  
              Steven A. Rosenblum  
              Stephanie J. Seligman  
Fax: (212) 403-2000

if to Comcast or Merger Sub, to:

Comcast Corporation  
1500 Market Street  
Philadelphia, Pennsylvania 19102  
Attention: General Counsel  
Fax: (215) 981-7794

with a copy to

Davis Polk & Wardwell  
450 Lexington Avenue  
New York, New York 10017  
Attention: Dennis S. Hersch  
              William L. Taylor  
Fax: (212) 450-4800

or such other address or facsimile number as such party hereto may hereafter specify for such purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 p.m. on a Business Day, in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

SECTION 12.02. *Survival.* The representations and warranties contained herein and in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time or the termination of this Agreement. The AT&T

Confidentiality Agreement shall terminate at the Effective Time. The covenants and agreements herein that relate to actions to be taken at or after the Effective Time shall survive the Effective Time.

SECTION 12.03. *Amendments; No Waivers.* (a) Subject to applicable law, any provision of this Agreement may be amended or waived prior to the Effective Time if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each of the parties hereto or, in the case of a waiver, by each party against whom the waiver is to be effective; *provided* that, after the adoption of this Agreement by the shareholders of Comcast or AT&T, no such amendment or waiver shall be made or given that requires the approval of the shareholders of Comcast or AT&T, respectively, unless such required approval is obtained.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 12.04. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided* that no party hereto may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto.

SECTION 12.05. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of the State of New York.

SECTION 12.06. *Jurisdiction.* Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in any federal court located in the State of New York or any New York state court, and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient form. Process in any such suit, action or proceeding may be served on either party hereto anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party hereto agrees that service of

process on such party as provided in Section 12.01 shall be deemed effective service of process on such party.

SECTION 12.07. *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 12.08. *Counterparts; Effectiveness.* This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

SECTION 12.09. *Entire Agreement; No Third Party Beneficiaries.* (a) This Agreement, and the other Transaction Agreements, together with the Confidentiality Agreements, constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties hereto with respect to the subject matter of this Agreement.

(b) This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than Sections 4.01(e), 9.08, 9.11 and 9.14, the first sentence of Section 9.21 and the last sentence of Section 12.03(a) (which is intended to be for the benefit of the Persons covered thereby). AT&T shall be entitled to enforce the provisions of Sections 4.03, 4.04 and 4.05 after the Effective Time.

SECTION 12.10. *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such a determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 12.11. *Specific Performance.* The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal court located in the State of New York or any New York state court, in addition to any other remedy to which they are entitled at law or in equity.

SECTION 12.12. *Schedules.* Each of Comcast and AT&T has set forth information in its respective disclosure schedule in a section thereof that corresponds to the portion of the Section of this Agreement to which it relates. A matter set forth in one section of the disclosure schedule need not be set forth in any other section of the disclosure schedule so long as its relevance to the latter section of the disclosure schedule or Section of the Agreement is apparent on the face of the information disclosed in the disclosure schedule. The fact that any item of information is disclosed in a disclosure schedule shall not be construed to mean that such information is required to be disclosed by this Agreement. Such information and the dollar thresholds set forth herein shall not be used as a basis for interpreting the terms “material” or “Material Adverse Effect” or other similar terms in this Agreement, except as otherwise expressly set forth in such disclosure schedules.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

AT&T CORP.

By: /s/ C. Michael Armstrong  
Name: C. Michael Armstrong  
Title: Chairman and Chief  
Executive Officer

AT&T BROADBAND CORP.

By: /s/ Raymond E. Liguori  
Name: Raymond E. Liguori  
Title: President

COMCAST CORPORATION

By: /s/ Ralph J. Roberts  
Name: Ralph J. Roberts  
Title: Chairman

AT&T COMCAST CORPORATION

By: /s/ Brian L. Roberts  
Name: Brian L. Roberts  
Title: President

AT&T BROADBAND ACQUISITION  
CORP.

By: /s/ Brian L. Roberts  
Name: Brian L. Roberts  
Title: President

COMCAST ACQUISITION CORP.

By: /s/ Brian L. Roberts  
Name: Brian L. Roberts  
Title: President





# **APPENDIX 2**

## APPENDIX 2

### List of Licenses to be Transferred

#### I. Comcast Licenses

##### A. Cable Television Relay Service (CARS) Licenses

| Licenses  | Location               | FRN          | Call Sign | Exp. Date |
|---|------------------------|--------------|-----------|-----------|
| Comcast Cablevision Corporation of California   | Dover, NJ              | 0004-1443-58 | WGZ-467   | 11/1/2002 |
|   | Manahawkin, NJ         | 0004-1443-58 | WGZ-468   | 11/1/2002 |
|   | Los Alamos, NM         | 0004-1443-58 | WLY-731   | 8/1/2005  |
| Comcast Cablevision of Alabama, Inc.            | Mobile, AL             | 0003-2517-17 | KD-55012  | 10/1/2003 |
| Comcast Cablevision of Arizona, Inc.            | Pima, AZ               | 0001-6048-18 | WHZ-572   | 5/1/2002  |
| Comcast Cablevision of Central New Jersey, Inc. | Trenton, NJ            | 0001-8047-72 | WGK-587   | 7/1/2003  |
|   | East Windsor, NJ       | 0001-8047-72 | WGZ-416   | 4/1/2002  |
| Comcast Cablevision of Detroit                  | Detroit, MI            | 0002-7505-37 | WHZ-473   | 9/1/2006  |
| Comcast Cablevision of Eastern Shore, Inc.      | Thoreau, NM            | 0004-5468-42 | WGV-980   | 9/1/2005  |
|   | Near Berlin, MD        | 0004-5468-42 | WSV-48    | 2/1/2006  |
| Comcast Cablevision of Garden State, L.P.       | Springfield, NJ        | 0003-2551-71 | WGZ-295   | 9/1/2006  |
| Comcast Cablevision of Huntsville, Inc.         | Morgan City, AL        | 0003-2517-33 | WAK-823   | 5/1/2005  |
|   | Huntsville, AL         | 0003-2517-33 | WBG-892   | 2/1/2005  |
| Comcast Cablevision of Lompoc, LLC              | Broadcast Peak, CA     | 0003-4714-63 | WCH-466   | 4/1/2002  |
| Comcast Cablevision of Maryland, Inc.           | Prince Frederick, MD   | 0001-6053-69 | WHZ-355   | 10/1/2006 |
| Comcast Cablevision of Michigan, LLC            | Near New Baltimore, MI | 0005-7688-58 | WGZ-398   | 3/1/2002  |
|   | Algonac, MI            | 0005-7688-58 | WHZ-919   | 10/1/2004 |
| Comcast Cablevision of New Jersey, Inc.         | Woodbridge, NJ         | 0003-3061-31 | KB-60126  | 5/1/2003  |
|   | Verona, NJ             | 0003-3061-31 | KC-7712   | 7/1/2003  |
|   | Union, NJ              | 0003-3061-31 | WBM-749   | 6/1/2002  |

| <b>Licensee</b>                                      | <b>Location</b>         | <b>FRN</b>   | <b>Call Sign</b> | <b>Exp. Date</b> |
|--|-------------------------|--------------|------------------|------------------|
| Comcast Cablevision of New Mexico/Pennsylvania, Inc. | Reading, PA             | 0004-5319-19 | KD-55010         | 10/1/2002        |
|  | Twin Buttes, NM         | 0004-5319-19 | WHZ-704          | 5/1/2003         |
|  | Las Cruces, NM          | 0004-5319-19 | WIZ-51           | 11/1/2005        |
| Comcast Cablevision of New Mexico, Inc.              | Albuquerque, NM         | 0001-6220-67 | WLY-298          | 6/1/2006         |
| Comcast Cablevision of Santa Maria, LLC              | Santa Maria, CA         | 0003-4715-70 | KHS-76           | 5/1/2005         |
|  | Santa Maria, CA         | 0003-4715-70 | WHZ-741          | 7/1/2003         |
| Comcast Cablevision of South Jersey, Inc.            | Milmay, NJ              | 0003-2522-10 | KD-55013         | 7/1/2004         |
| Comcast Cablevision of Southeast Pennsylvania, Inc.  | New Holland, PA         | 0003-2641-32 | KD-55014         | 7/1/2004         |
|  | Harrisburg, PA          | 0003-2641-32 | KD-55015         | 7/1/2004         |
|  | Cedar Knoll, PA         | 0003-2641-32 | KD-55016         | 7/1/2004         |
| Comcast Cablevision of Taylor, Inc.                  | Taylor, MI              | 0002-7608-74 | WHZ-792          | 12/1/2003        |
| Comcast Cablevision of the District, LLC             | Washington, DC          | 0006-1096-23 | WHZ-681          | 2/1/2003         |
| Comcast Cablevision of the South                     | Rome, GA                | 0006-1321-95 | KD-55000         | 9/1/2003         |
|  | Summerville, GA         | 0006-1321-95 | WAJ-769          | 6/1/2002         |
|  | Lafayette, GA           | 0006-1321-95 | WAN-950          | 6/1/2002         |
|  | Lookout Mtn., TN        | 0006-1321-95 | WAP-522          | 6/1/2002         |
|  | Glade Springs, VA       | 0006-1321-95 | WGV-594          | 6/1/2004         |
|  | Sharps Ridge, TN        | 0006-1321-95 | WHZ-719          | 6/1/2003         |
| Comcast Cablevision of the South, Inc.               | Naples, FL              | 0002-2106-64 | KD-55006         | 8/1/2006         |
|  | Lodi Twp., MI           | 0002-2106-64 | WGZ-255          | 7/1/2006         |
|  | Commerce Twp., MI       | 0002-2106-64 | WHZ-798          | 12/1/2003        |
|  | Manahawkin, NJ          | 0002-2106-64 | WMC-693          | 1/1/2004         |
|  | Chatsworth, NJ          | 0002-2106-64 | WHZ-431          | 6/1/2006         |
|  | Pontiac, MI             | 0002-2106-64 | WHZ-799          | 12/1/2003        |
| Comcast Cablevision of Virginia, Inc.                | Mars Sugarloaf Hill, VA | 0001-6067-71 | WLY-264          | 2/1/2006         |
| Comcast Cablevision of Wildwood, Inc.                | Wildwood, NJ            | 0004-5008-49 | WGF-91           | 2/1/2006         |

| Licensee                   | Location          | FRN          | Call Sign | Exp. Date |
|----------------------------|-------------------|--------------|-----------|-----------|
|                            | Middle Twp., NJ   | 0004-5008-49 | WGF-92    | 2/1/2006  |
|                            | Weymouth Twp., NJ | 0004-5008-49 | WGI-21    | 2/1/2006  |
|                            | Vineland, NJ      | 0004-5008-49 | WHU-32    | 2/1/2006  |
| Comcast Rapid, LLC         | Burrville, TN     | 0004-4345-10 | WHZ-875   | 6/1/2004  |
|                            | Wartburg, TN      | 0004-4345-10 | WLY-227   | 9/1/2005  |
| Comcast SCH Holdings, Inc. | Leesburg, FL      | 0003-0186-29 | WLY-373   | 8/1/2002  |

### B. Licenses Transferred via ULS

| Licensee Name                        | Call Signs | ULS File No.                     | License Type |
|--------------------------------------|------------|----------------------------------|--------------|
| Comcast 38 GHz, Inc.                 | WMW543     | 0000-7754-77                     | CF           |
|                                      | WMW544     |                                  | CF           |
|                                      | WMW545     |                                  | CF           |
|                                      | WMW546     |                                  | CF           |
|                                      | WPJC701    |                                  | CF           |
|                                      | WPNA363    |                                  | CF           |
| Comcast Cable Communications, Inc.   | WPPH898    | 0000-7830-28                     | IG           |
|                                      | WNJB477    |                                  | IG           |
| Comcast Cable Investors, Inc.        | WSB400     | LEAD APPLICATION<br>0000-7690-54 | IG           |
| Comcast Cablevision of Alabama, Inc. | KBZ579     | 0000-7696-05                     | IG           |
| Comcast Cablevision of Arizona, Inc. | WPML491    | 0000-7742-92                     | GB           |
|                                      | WNTB819    |                                  | MG           |
|                                      | WNTB820    |                                  | MG           |
|                                      | WNTR598    |                                  | MG           |
|                                      | WPNM877    |                                  | MG           |
|                                      | WPNM878    |                                  | MG           |

| Licensee Name                                    | Call Signs | ULS File No. | License Type |
|--|------------|--------------|--------------|
| Comcast Cablevision Corporation of California    | KGX288     | 0000-7695-35 | IG           |
|  | KGT914     |              | IG           |
|  | KNBP503    |              | IG           |
|  | KTO940     |              | IG           |
|  | KUN765     |              | IG           |
|  | WNPB651    |              | IG           |
|  | WPIS448    |              | IG           |
|  | WSU488     |              | IG           |
|  | WSU751     |              | IG           |
|  | WYD508     |              | IG           |
| Comcast Cablevision of Carolina, Inc.            | WNDY299    | 0000-7701-98 | IG           |
| Comcast Cablevision of Central New Jersey, Inc.  | WID480     | 0000-7719-25 | IG           |
| Comcast Cablevision of Chesterfield County, Inc. | WPDH267    | 0000-7754-92 | IG           |
| Comcast Cablevision of Danbury, Inc.             | WPRQ981    | 0000-7852-69 | MG           |
| Comcast Cablevision of Detroit, Inc.             | WNEU603    | 0000-7743-06 | MG           |
|  | WNEU604    |              | MG           |
|  | WNEU605    |              | MG           |
|  | WNEU606    |              | MG           |
|  | WNEZ858    |              | MG           |
|  | WNEZ859    |              | MG           |

| Licensee Name                               | Call Signs | ULS File No. | License Type |
|---|------------|--------------|--------------|
| Comcast Cablevision of Delmarva, Inc.       | KJA623     | 0000-7719-94 | IG           |
|   | KJX994     |              | IG           |
|   | KNDP294    |              | IG           |
|   | WQD754     |              | IG           |
| Comcast Cablevision of Eastern Shore, Inc.  | WNTL349    | 0000-7696-19 | MG           |
|   | KNIE387    |              | IG           |
| Comcast Cablevision of Elkton, Inc.         | WNHV741    | 0000-7743-27 | IG           |
| Comcast Cablevision of Flint, Inc.          | KZD514     | 0000-7725-50 | IG           |
|   | WPPF497    |              | IG           |
| Comcast Cablevision of Fort Wayne, LP       | KYM975     | 0000-7725-32 | IG           |
| Comcast Cablevision of Garden State, LP     | KNS487     | 0000-7743-64 | IG           |
| Comcast Cablevision of Gasden, Inc.         | KSX724     | 0000-7721-83 | IG           |
| Comcast Cablevision of Groton, Inc.         | KNFB681    | 0000-7725-38 | IG           |
| Comcast Cablevision of Harford County, Inc. | KR3872     | 0000-7726-01 | IG           |
|   | KVG542     |              | IG           |
| Comcast Cablevision of Indianapolis, Inc.   | WPQG298    | 0000-7732-35 | IG           |
| Comcast Cablevision of Levittown, Inc.      | WPCM561    | 0000-7725-70 | GU           |
| Comcast Cable of Maryland, Inc.             | WNNJ721    | 0000-7712-73 | GU           |
|   | WPMB734    |              | GU           |
|   | WNPW721    |              | GU           |
|   | WPOU371    |              | MG           |

| Licensee Name                                | Call Signs | ULS File No. | License Type |
|--|------------|--------------|--------------|
| Comcast Cablevision of Maryland, Inc.        | WPNM496    | 0000-7712-90 | MG           |
|  | WPOP221    |              | MG           |
|  | WPHX754    |              | GU           |
| Comcast Cablevision of Maryland, LP          | WPNG203    | 0000-7713-29 | MG           |
| Comcast Cablevision of Mercer County, Inc.   | KLY633     | 0000-7714-73 | GB           |
| Comcast Cablevision of Meridian, Inc.        | KFM892     | 0000-7714-85 | IG           |
| Comcast Cablevision of Michigan, LLC         | KNER225    | 0000-7755-54 | IG           |
|  | KNFE581    |              | IG           |
|  | WNVA823    |              | IG           |
| Comcast Cablevision of Middletown, Inc.      | WCY268     | 0000-7724-83 | IG           |
| Comcast Cablevision of Monmouth County, Inc. | WPEY229    | 0000-7733-88 | IG           |
| Comcast Cablevision of Muncie, LP            | KAS630     | 0000-7734-11 | IG           |
|  | WNNA737    |              | IG           |
|  | WPPP284    |              | IG           |
| Comcast Cablevision of Nashville I, LLC      | WPKA423    | 0000-7734-51 | IG           |
|  | WRM240     |              | IG           |
|  | WYM671     |              | IG           |
| Comcast Cablevision of Nashville II, LLC     | WNHX372    | 0000-7723-46 | IG           |
| Comcast Cablevision of New Haven, Inc.       | KNCK779    | 0000-7722-99 | IG           |
| Comcast Cablevision of New Jersey, Inc.      | KNBT323    | 0000-7735-16 | GB           |
|  | KWZ466     |              | IG           |



| Licensee Name  | Call Signs | ULS File No. | License Type |
|--|------------|--------------|--------------|
| Comcast Cablevision of New Mexico, Inc.              | WNYH320    | 0000-7735-29 | IG           |
|  | WNBj616    |              | IG           |
|  | WNBj617    |              | IG           |
| Comcast Cablevision of New Mexico/Pennsylvania, Inc. | KGv581     | 0000-7741-13 | IG           |
|  | KLY517     |              | IG           |
|  | KTN474     |              | IG           |
|  | WZN981     |              | IG           |
| Comcast Cablevision of Paducah, Inc.                 | KKO683     | 0000-7721-37 | IG           |